

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
**Temporary Labor Services, Clay and Platte Counties**

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION  
PROCUREMENT  
600 NE COLBERN ROAD  
LEE'S SUMMIT, MO 64086**

REQUEST NO.	KC-B13-010
DATE	May 10, 2013
PAGE NO. 1	NO. OF PAGES 15

SEALED BIDS, SUBJECT TO THE ATTACHED  
CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

**May 20, 2013 at 1:00 PM CST**

AND THEN PUBLICLY OPENED AND READ FOR  
FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF  
TRANSPORTATION**

Submit net bid as cash discount stipulations will not be  
considered

F.O.B. Destinations

**CLAY and PLATTE Counties**

**SIGN AND RETURN BEFORE TIME SET FOR OPENING.**

<b>BUYER:</b>	Judy M. Franke, CPPB Sr. Procurement Agent	<b>BUYER TELEPHONE:</b>	816-347-4111 <b>SEALED BIDS ONLY</b>
		<b>BUYER EMAIL:</b>	Judy.Franke@modot.mo.gov

**SUPPLIES OR SERVICES**

MoDOT is seeking bids from organizations to provide **Temporary Labor Services in Clay & Platte counties** located in the Kansas City, Missouri district. Sealed bids will be accepted for these services as described in this bid. Vendors must factor in all costs associated with the services in their **per hour price**.

**\*\*\*NOTE: It is the responsibility of the Bidder to access MoDOT's website in order to obtain any and all addenda(s) issued during the course of this RFB Process\*\*\***

This document constitutes a RFB, and solicits competitive sealed bids from organizations to provide Temporary Labor Services for Clay and Platte Counties in Missouri. The issuance of this RFB in no way constitutes a commitment to award a contract or to pay any costs incurred in preparation of a response to this request.

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

*In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.*

**Date:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Fax No.:** \_\_\_\_\_  
**Federal I.D. No.** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Is your firm MBE certified? ☐ Yes ☐ No

Is your firm WBE certified? ☐ Yes ☐ No

**Firm Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**By (Signature):** \_\_\_\_\_  
**Type/Print Name** \_\_\_\_\_  
**Title:** \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
**Temporary Labor Services, Clay and Platte Counties**

**1. Introduction:**

- 1.1 This Request for Bid (RFB) seeks bids from organizations to provide **Temporary Labor Services, Clay and Platte Counties** located in the Kansas City, Missouri district with an effective **contract period of Notice to Proceed through June 30, 2014**, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT). Each bid must be in a sealed envelope, be mailed or delivered by courier to the RFB Coordinator at the below listed address, on or before the date and time listed herein for receipt of bids/proposals. All questions regarding the RFB shall be submitted to the RFB Coordinator.
- 1.2 **Bids must be returned to the office of the RFB Coordinator no later than May 20, 2013, 1:00 PM CST**

**RFB COORDINATOR:**  
**Judy M. Franke, CPPB**  
**Missouri Department of Transportation**  
**General Services Department**  
**600 NE Colbern Road**  
**Lee's Summit, MO 64086**

**MARK BID ENVELOPS: **KC-B13-010 Temporary Labor Services, Clay & Platte Counties****

**2. General Description and Background:**

- 2.1 The contractor shall provide temporary labor services on an **as needed, if needed basis** for the MHTC and MoDOT, in accordance with the provisions and requirements stated herein.
- 2.2 The contractor shall provide all services to the sole satisfaction of MoDOT.
- 2.3 MoDOT does not guarantee any specific number of hours to be utilized by this contract.
- 2.4 The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of MoDOT, MoDOT may, at its own discretion, obtain alternate services elsewhere.
- 2.5 This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.
- 2.6 As needed, for official department business, non-department employees (Contractors and Contractor's personnel) may be transported from the designated MoDOT Facility to the job site in MoDOT motor vehicles, for the completion of services, as specified herein. Contractors or Contractor's personnel will not be allowed to operate any MoDOT motor vehicles and MUST wear seat belts at all times while riding in a department vehicle.
- 2.7 The contractor shall educate their workers of the specific tasks they are to perform as provided for on the pricing page, unless otherwise specified herein. No work beyond the tasks outlined in this contract shall be performed by the contractor's employees. Labor provided for the services in accordance with the provisions and requirements of this RFB is to be **non-prevailing wage** as determined by Missouri Department of Labor and Industrial Relations.
- 2.8 Within 30 calendar days after the execution of the service contract, MoDOT will issue a "Notice to Proceed" instead of a purchase order as the services being utilized will be on an as needed, if needed basis.

**3. Personnel and Scheduling:**

- 3.1 The contractor shall provide temporary personnel requested anytime of the day, any day of the week, and at the place designated by MoDOT. The reporting location will typically be a MoDOT Facility. Personnel will report to the MoDOT facility as specified by MoDOT at the time of request for personnel.

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- 3.2 MoDOT anticipates that the majority of services shall be required during MoDOT's core hours, 7:30 a.m. to 4:00 p.m., Mondays through Fridays, except in cases where general supervision by MoDOT forces are working four ten hour days (4/10s). The 4/10 hour crews vary in start times (i.e. 6:00, 6:30, 7:00 or 7:30 a.m.) and vary in which four days of the week they work (i.e. Monday-Thursday or Tuesday-Friday). The contractor shall not provide temporary personnel on state holidays and weekends unless requested by MoDOT and agreeable to the contractor.
- 3.3 If requested by MoDOT, the contractor's temporary personnel must have a security clearance approved by MoDOT prior to providing services. The contractor shall request and receive the security clearance information from the State Highway Patrol for each of the contractor's temporary personnel that would be providing service.
  - a. By no later than five (5) calendar days after notification by MoDOT, the contractor shall provide MoDOT with a completed **Authorization for Release of Information Form (see page 8)** individually signed by the contractor and the anticipated personnel who shall be providing service.
- 3.4 The contractor **MUST** provide MoDOT with instructions on how to handle injuries and/or emergencies. MoDOT will provide the contractor with a current building contact information sheet complete with emergency numbers.
- 3.5 MoDOT reserves the right to reject any or all of the temporary personnel selected by the contractor as unacceptable. If MoDOT rejects any or all of the temporary personnel, the contractor shall replace any temporary person with whom MoDOT is not satisfied, and if requested by the contractor, MoDOT shall provide the contractor with justification for each rejection.
- 3.6 If requested by MoDOT and mutually agreeable to the contractor, the contractor shall provide a temporary person to travel to another location in order to complete or continue providing services already started by such temporary person.
- 3.7 MoDOT shall provide the contractor with at least one (1) day notice when temporary personnel shall be required.
  - a. If less than one (1) day notice is provided by MoDOT, the contractor may refuse to provide the personnel if temporary personnel are not available. The contractor must notify the MoDOT as soon as possible if temporary personnel are not available.
- 3.8 MoDOT shall provide at least two (2) hour notice to the contractor of a cancellation of services previously requested
- 3.9 Each time the contractor's services are required, MoDOT shall attempt to utilize the temporary person provided for a minimum of two (2) continuous hours.
- 3.10 If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service actually worked or two (2) hours, whichever is greater.
- 3.11 If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- 3.12 No temporary personnel shall work in excess of forty (40) hours per week for MoDOT.

#### **4. Equipment and Supplies:**

- 4.1 The contractor shall provide all necessary supplies and equipment necessary to perform the services, with the exception of MoDOT providing PPE (Personal Protective Equipment). PPE equipment is comprised of, but not limited to, safety vests, safety glasses, hard hats, ear plugs and any other required PPE for the equipment/tools being used. MoDOT will provide trash bags, string trimming and brush cutting & tree trimming equipment/supplies. Equipment could include both power and hand tools.

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- 4.2 Breaks and water will be supplied in conjunction with MoDOT's normal work/break policies. MoDOT will supply transportation to and from restroom facilities as necessary. Contractor and/or temporary personnel will be responsible for the following; coats, appropriate boots, rain gear, gloves, lunch and any personal type needs.
- 4.3 The contractor may provide additional safety equipment as the contractor deems necessary.

**5. Invoices and Payments:**

- 5.1 The contractor shall submit an itemized invoice **weekly** to the applicable requesting address for the completion of daily services, as specified herein.
- 5.2 Each invoice should be itemized in accordance with items listed on the pricing page. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the request for bid number and must be itemized in accordance with items listed on the pricing page. Failure to comply with this requirement may delay processing of invoices for payment.
- 5.3 If requested by the MoDOT, the contractor shall provide usage reports. The following information should be provided for the services performed: 1) the name of the temporary personnel providing service to MoDOT, 2) a breakdown by location, and 3) the number of personnel and service hours (e.g. start date and hours of service).
- 5.4 The contractor shall understand and agree MoDOT reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input ACH/EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Each contractor invoice must be on the contractor's original descriptive business invoice form and must contain a unique invoice number. The invoice number will be listed on the state's **Vendor Payment Website** to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFB.

**6. Agreement and Contractual Requirements:**

- 6.1 In accordance with all applicable laws, regulations, and procedures, the contractor and the temporary personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the temporary personnel provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the temporary personnel provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the temporary persons employment/association with the contractor.
- 6.2 Contract Period: The contract shall commence from the date of Notice to Proceed until June 30, 2014 with **up to three (3) one-year renewal option periods**, or any portion therein. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. In the event MoDOT exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 6.3 Renewal Periods - If the option for renewal is exercised by MoDOT, the contractor shall agree that the percentages stated on the pricing page for the renewal period shall not exceed the maximum percentage for the applicable renewal period stated herein.
- a. If renewal percentages are not provided, the prices during renewal periods shall be the same as during the original contract period.
  - b. MoDOT does not automatically exercise its option for renewal based upon the maximum percentage of increase without documented justification supporting an increase, and reserves the right to offer or to request renewal of the contract at a percentage less than the maximum percentage stated.
  - c. In the event MoDOT exercises its option(s) to renew the contract, the requirements for future years shall be basically similar.

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- 6.4 Escalation Clause - In the event the contractor requests a price increase during the contract period, either the original contract period or any contract renewal period, the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
- a. No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
  - b. In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**7. Submission of Bid:**

- 7.1 All bids must be received at the office of the RFB Coordinator as outlined in Section 1. "Introduction" in a sealed envelope/package clearly marked "KC-B13-010 Temporary Labor Services, Clay and Platte Counties".
- 7.2 The bidder may withdraw, modify or correct his/her bid after it has been deposited with MoDOT provided such request is submitted in writing and received at the location designated for the bid opening prior to the date and time specified for opening bids. Such a request received as specified will be attached to the bid and the bid will be considered to have been modified accordingly. No bid may be modified after the date and time specified for the opening of bids.

**8. Open Competition / Request for Bid Document:**

- 8.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.
- a. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.
  - b. Bidders are cautioned that the only official position of the MoDOT is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
  - c. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

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**PRICING PAGE**

**9. Contract Award:**

- 9.1 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and award of this bid will be made on an "Item by Item" basis using the "lowest and best" principle of award.
- 9.2 The bidder shall provide a firm, fixed price in the table below for the original contract period for providing the services in accordance with the provisions and requirements of this RFB. **All costs** associated with providing the required services shall be included in the prices stated below. Sign where indicated below and return with all required solicitation documents.
- 9.3 Labor provided for the services in accordance with the provisions and requirements of this RFB is to be **non-prevailing wage** as determined by Missouri Department of Labor and Industrial Relations.

CLAY COUNTY		
Item	Description	Original Contract Period Firm, Fixed Price Per Hour
001	<p style="text-align: center;"><b>LABORER – Crews of 3-20 people</b></p> <p>Pick up litter on highway right of way and places in trash bags, loads and unloads trash. This may include separating trash that requires special disposal such as batteries, tires, etc.</p> <p>Perform weed eating, brush cutting and tree trimming operations. All temporary labor staff asked to operate power equipment such as wood chippers and string trimmers will be trained by MoDOT staff and provided proper PPE in keeping with MoDOT Safety Guidelines and Policies.</p>	<p style="text-align: center;">\$ _____ per hour</p>

PLATTE COUNTY		
Item	Description	Original Contract Period Firm, Fixed Price Per Hour
002	<p style="text-align: center;"><b>LABORER – Crews of 3-20 people</b></p> <p>Pick up litter on highway right of way and places in trash bags, loads and unloads trash. This may include separating trash that requires special disposal such as batteries, tires, etc.</p> <p>Perform weed eating, brush cutting and tree trimming operations. All temporary labor staff asked to operate power equipment such as wood chippers and string trimmers will be trained by MoDOT staff and provided proper PPE in keeping with MoDOT Safety Guidelines and Policies.</p>	<p style="text-align: center;">\$ _____ per hour</p>

**Renewal Periods:** The bidder shall provide below the maximum percentage of increase or decrease for the renewal periods. The percentage shall be computed against the **original contract period prices** for each renewal period. If a renewal percentage is not provided, the prices for the renewal periods shall be the same as the original contract period.

**1<sup>st</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**2<sup>nd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

**3<sup>rd</sup> Renewal Period** \_\_\_\_\_% of maximum increase and/or \_\_\_\_\_% of maximum decrease.

Name of the Bidder's Firm

Signature of Authorized Representative

Date Signed

MISSOURI DEPARTMENT OF TRANSPORTATION  
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**VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM**

**Vendor Information**

All bidders must furnish **ALL** applicable information requested below

<b>Vendor Name/Mailing Address:</b>  Email Address:	<b>Vendor Contact Information (including area codes):</b> Phone #: Cellular #: Fax #:									
<b>Printed Name of Responsible Officer or Employee:</b>	<b>Signature:</b>									
<b>For Corporations</b> - State in which incorporated:	<b>For Others</b> - State of domicile:									
<p>If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:</p> <p><i>If additional space is required, please attach an additional sheet and identify it as <b><u>Addresses of Missouri Offices or Places of Business.</u></b></i></p>										
<p><b>M/WBE INFORMATION:</b> List all certified Minority or Women Business Enterprises (<b><u>M/WBE</u></b>) utilized in the fulfillment of this bid. Include <u>percentages</u> for subcontractors and identify the M/WBE certifying agency:</p> <table style="width: 100%; border: none;"><tr><td style="text-align: center; width: 33%;"><u>M/WBE Name</u></td><td style="text-align: center; width: 33%;"><u>Percentage of Contract</u></td><td style="text-align: center; width: 33%;"><u>M/WBE Certifying Agency</u></td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr></table> <p><i>If additional space is required, please attach an additional sheet and identify it as <b><u>M/WBE Information</u></b></i></p>		<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>						
<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>								

**Preference Certification**

All bidders must furnish **ALL** applicable information requested below

<p><b><u>GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:</u></b> If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are <b><u>not</u></b> manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.</p> <table style="width: 100%; border: none;"><tr><td style="width: 25%; border-bottom: 1px solid black; text-align: center;">Item (or item number)</td><td style="border-bottom: 1px solid black; text-align: center;">Location Where Item is Manufactured or Produced</td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr><tr><td style="border-bottom: 1px solid black; height: 20px;"></td><td style="border-bottom: 1px solid black; height: 20px;"></td></tr></table> <p><i>If additional space is required, please attach an additional sheet and identify it as <b><u>Location Products are Manufactured or Produced.</u></b></i></p>		Item (or item number)	Location Where Item is Manufactured or Produced												
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<p><b><u>MISSOURI SERVICE-DISABLED VETERAN BUSINESS:</u></b> Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:</p> <p><b>Service-Disabled Veteran</b> is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.</p> <p><b>Service-Disabled Veteran Business</b> is defined as a business concern:</p> <ul style="list-style-type: none"><li>a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li><li>b. The management and daily business operations of which are controlled by one or more service-disabled veterans.</li></ul> <table style="width: 100%; border: none;"><tr><td style="text-align: center; width: 50%;"><u>Veteran Information</u></td><td style="text-align: center; width: 50%;"><u>Business Information</u></td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr></table> <table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center; border-top: 1px solid black;">Service-Disabled Veteran's Name (Please Print)</td><td style="width: 50%; text-align: center; border-top: 1px solid black;">Service-Disabled Veteran Business Name</td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr><tr><td style="border-top: 1px solid black; height: 20px;"></td><td style="border-top: 1px solid black; height: 20px;"></td></tr></table> <table style="width: 100%; border: none;"><tr><td style="width: 50%; text-align: center; border-top: 1px solid black;">Service-Disabled Veteran's Signature</td><td style="width: 50%; text-align: center; border-top: 1px solid black;">Missouri Address of Service Disabled Veteran Business</td></tr></table>		<u>Veteran Information</u>	<u>Business Information</u>					Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name					Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
<u>Veteran Information</u>	<u>Business Information</u>														
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name														
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business														



MISSOURI DEPARTMENT OF TRANSPORTATION  
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**SECURITY CLEARANCE AUTHORIZATION**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(PLEASE PRINT)

ADDRESS: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

RACE: \_\_\_\_\_ MARITAL STATUS: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

I hereby authorize and request release to the State of Missouri, \_\_\_\_\_ personnel, any and all records and information including, but not limited to, originals or copies of any records, documents, reports, and criminal history records.

I understand that the State of Missouri, \_\_\_\_\_ personnel, will conduct a background investigation before rendering a decision regarding my eligibility for employment and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation and release from all liability or responsibility the State of Missouri \_\_\_\_\_ and all other persons, firms, corporations and institutions supply the above requested information.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SUPERVISOR'S SIGNATURE



MISSOURI DEPARTMENT OF TRANSPORTATION  
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**NOTICE OF COOPERATIVE PURCHASING**

**MODOT IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS, AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.**

Each bidder is asked to indicate below whether they would be willing to offer **TEMPORARY LABOR SERVICES, Clay and Platte Counties** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to MoDOT.

It is understood MoDOT will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **TEMPORARY LABOR SERVICES, Clay and Platte Counties** meeting MoDOT specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES \_\_\_\_\_

NO \_\_\_\_\_

If the price varies throughout the state on MoDOT bids because of different delivery destinations, please indicate the price F.O.B. your location that would be offered as described.

F.O.B. Location \_\_\_\_\_

Indicate the deadline date that orders will be accepted. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

E-MAIL \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

MISSOURI DEPARTMENT OF TRANSPORTATION  
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**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

\_\_\_\_\_  
\_\_\_\_\_ being first

duly sworn, deposes and says that he is \_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



MISSOURI DEPARTMENT OF TRANSPORTATION  
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**Temporary Labor Services, Clay and Platte Counties**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**  
(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instruments, who being by me duly sworn, deposed as follows:

***My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and  
personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful  
presence in the United States of America:***

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract,  
owner or partner business name  
and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the  
Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- ☐ a United States citizen.
- ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement  
or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device,  
shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued  
between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections  
558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of  
imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such  
time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove  
citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

MISSOURI DEPARTMENT OF TRANSPORTATION  
KANSAS CITY DISTRICT  
**Temporary Labor Services, Clay and Platte Counties**

**STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

**GENERAL TERMS AND CONDITIONS**

**Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

**Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

**Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

**Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

**Executive Order:**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."

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KANSAS CITY DISTRICT  
**Temporary Labor Services, Clay and Platte Counties**

- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents. A copy of the vendor information and preference certification form referenced herein is provided within this document on **page 7**.
- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

**Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

**Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

**Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

**Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

**Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

**Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

MISSOURI DEPARTMENT OF TRANSPORTATION  
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**Temporary Labor Services, Clay and Platte Counties**  
**SPECIAL TERMS AND CONDITIONS**

**Tax Exempt Status:**

MHTC is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

**Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

**Prohibition Of Employment Of Unauthorized Aliens:**

a. **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document on **page 11**.

b. **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document on **page 12**.